

1. _____ agrees, for a period of three (3) years from the date hereof or until such time as the information becomes public, whichever is later, to retain in confidence all information except to the extent that and from the date that such information, (a) is available to the public in a printed publication not originating directly or indirectly from CD or, (b) is received by _____ from a third party who did not receive such information directly or indirectly from CD or, (c) was, prior to receipt of such information, in the possession of _____ as evidenced by documents or records in existence prior to the date of disclosure by CD.

2. _____ further agrees to limit access to such information to those of its employees requiring the same for the specific purpose aforesaid; and, _____ will obtain from each of those employees a signed statement in writing (in the form annexed hereto as Appendix A) that such information will be maintained in confidence by the individual employee; and _____ will not use any of such information in any other way than for the specific purpose aforesaid for and on behalf of CD.

3. _____ shall obtain no right of any kind in such information by reason of this agreement.

4. _____ shall be under an obligation to return all written information to CD upon request.

5. CD or its Clients represent that such information is original with them and warrant that they have the right to make disclosures thereof to _____.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto and insofar as _____ is concerned shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of _____; and insofar as CD is concerned, shall be binding upon and inure to the benefit of any successor or successors to its business.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

23-23 COMMUNICATIONS CORPORATION
DBA COMMUNICATIONS DIVERSIFIED

Witness: _____

By: _____

Title: _____

Date: _____

Witness: _____

By: _____

Title: _____

Date: _____

APPENDIX A

Statement of Individual Employee of _____ to be annexed to
Confidential Disclosure Agreement between COMMUNICATIONS
DIVERSIFIED and _____.

I, _____, have read the Confidential Disclosure
Agreement between COMMUNICATIONS DIVERSIFIED
and _____, annexed hereto, and am aware that disclosure of
information by CD, will be pursuant to an obligation of trust and
confidence. I am aware that I am subject to a duty not to use,
communicate or disclose to third persons, on my account or on account
of others any confidential information given to me or acquired by me
during the performance of the subject agreement.

Signature _____

Date _____